

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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COLIN BARTLEY,

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: <u>3/20/09</u>

Plaintiff,

-against-

THE CITY OF NEW YORK, DETECTIVE ALBERT
VELEZ [SHIELD NO. 4287], DETECTIVE IRVIN NOAK
[SHIELD NO. 854],

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

08 CV 10797 (RMB)

Defendants.

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WHEREAS, plaintiff commenced this action by filing a complaint on or about December 12, 2008, alleging violations of his federal and state rights; and

WHEREAS, plaintiff filed an amended complaint on or about April 24, 2009;
and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. Defendant City of New York hereby agrees to pay plaintiff Colin Bartley Fifteen Thousand Dollars (\$15,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees

to dismissal of all the claims against defendants, and to release defendants Albert Velez, Irvin Noak and City of New York and any present or former officials, employees, representatives and/or agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to the defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph "2" above and an Affidavit Concerning Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department or the New York City Department of Correction.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Clerk to close this case.

Dated: New York, New York

January 16
July 2009

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Assistant Corporation Counsel

SO ORDERED:

RMB
U.S.D.J.
7/20/09

Richard M. Berman